



## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>JANITORIAL SERVICES</p> <p>FFP</p> <p>Contractor shall provide all materials, labor, and supplies needed to perform full cleaning services. Services are to be provided (Mon, Wed, Fri) except Federal Holidays.</p> <p>12 months\$ _____ \$ _____</p> <p>Area is approximately 2,600 s.f.</p> <p>FY 2003 Janitorial location:</p> <p>U.S. Army Forces Recruiting Office</p> <p>3712 Forbes Ave.</p> <p>2nd &amp; 3rd Floors</p> <p>Pittsburgh, PA 15213</p> <p>Period of Performance : 1 March 2003 thru 30 Sep 2003 with renewal options thru 30 Sep 2007.</p> <p>Contractor must be registered with the Central Contracting Registration (CCR)</p> <p>Please contact website for additional information. <a href="http://www.ccr.gov">www.ccr.gov</a>.or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid reponse. Tax identification number (TIN), Dun &amp; Bradstreet numberand Cage code number.</p> <p>Technical POC: George Jackson @ (410) 962-4723</p> <p>POC (Contracting Office) Sandy Wicks @ (410) 962-3987</p> <p>Fax @ (410) 962-0933</p> <p>PURCHASE REQUEST NUMBER: W81W3G-3027-0979</p>	6	Months		

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		
OPTION	<p>JANITORIAL SERVICES (Option 1)</p> <p>FFP</p> <p>Contractor shall provide all materials, labor, and supplies needed to perform full cleaning services. Services are to be provided (Mon, Wed, Fri) except Federal Holidays.</p> <p>12 months\$_____ \$_____</p> <p>Area is approximately 2,600 s.f.</p> <p>FY 2003 Janitorial location:</p> <p>U.S. Army Forces Recruiting Office</p> <p>3712 Forbes Ave.</p> <p>2nd &amp; 3rd Floors</p> <p>Pittsburgh, PA 15213</p> <p>Period of Performance : 1 Oct 2003 thru 30 Sep 2004 with renewal options thru 30 Sep 2007.</p> <p>Contractor must be registered with the Central Contracting Registration (CCR)</p> <p>Please contact website for additional information. <a href="http://www.ccr.gov">www.ccr.gov</a>.or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid reponse. Tax identification number (TIN), Dun &amp; Bradstreet numberand Cage code number.</p> <p>Technical POC: George Jackson @ (410) 962-4723</p> <p>POC (Contracting Office) Sandy Wicks @ (410) 962-3987</p> <p>PURCHASE REQUEST NUMBER: W81W3G-3027-0979</p>				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		
OPTION	<p>JANITORIAL SERVICES (Option 2)</p> <p>FFP</p> <p>Contractor shall provide all materials, labor, and supplies needed to perform full cleaning services. Services are to be provided (Mon, Wed, Fri) except Federal Holidays.</p> <p>12 months\$_____ \$_____</p> <p>Area is approximately 2,600 s.f.</p> <p>FY 2003 Janitorial location:</p> <p>U.S. Army Forces Recruiting Office</p> <p>3712 Forbes Ave.</p> <p>2nd &amp; 3rd Floors</p> <p>Pittsburgh, PA 15213</p> <p>Period of Performance : 1Oct 2004 thru 30 Sep 2005 with renewal options thru 30 Sep 2007.</p> <p>Contractor must be registered with the Central Contracting Registration (CCR)</p> <p>Please contact website for additional information. <a href="http://www.ccr.gov">www.ccr.gov</a>.or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid reponse. Tax identification number (TIN), Dun &amp; Bradstreet numberand Cage code number.</p> <p>Technical POC: George Jackson @ (410) 962-4723</p> <p>POC (Contracting Office) Sandy Wicks @ (410) 962-3987</p> <p>PURCHASE REQUEST NUMBER: W81W3G-3027-0979</p>				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	<p>JANITORIAL SERVICES (Option 3)</p> <p>FFP</p> <p>Contractor shall provide all materials, labor, and supplies needed to perform full cleaning services. Services are to be provided (Mon, Wed, Fri) except Federal Holidays.</p> <p>12 months\$_____ \$_____</p> <p>Area is approximately 2,600 s.f.</p> <p>FY 2003 Janitorial location:</p> <p>U.S. Army Forces Recruiting Office</p> <p>3712 Forbes Ave.</p> <p>2nd &amp; 3rd Floors</p> <p>Pittsburgh, PA 15213</p> <p>Period of Performance : 1 Oct 2005 thru 30 Sep 2006 with renewal options thru 30 Sep 2007.</p> <p>Contractor must be registered with the Central Contracting Registration (CCR)</p> <p>Please contact website for additional information. <a href="http://www.ccr.gov">www.ccr.gov</a>.or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid reponse. Tax identification number (TIN), Dun &amp; Bradstreet numberand Cage code number.</p> <p>Technical POC: George Jackson @ (410) 962-4723</p> <p>POC (Contracting Office) Sandy Wicks @ (410) 962-3987</p> <p>PURCHASE REQUEST NUMBER: W81W3G-3027-0979</p>				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	<p>JANITORIAL SERVICES (Option 4)</p> <p>FFP</p> <p>Contractor shall provide all materials, labor, and supplies needed to perform full cleaning services. Services are to be provided (Mon, Wed, Fri) except Federal Holidays.</p> <p>12 months\$_____ \$_____</p> <p>Area is approximately 2,600 s.f.</p> <p>FY 2003 Janitorial location:</p> <p>U.S. Army Forces Recruiting Office</p> <p>3712 Forbes Ave.</p> <p>2nd &amp; 3rd Floors</p> <p>Pittsburgh, PA 15213</p> <p>Period of Performance : 1 Oct 2006 thru 30 Sep 2007 with renewal options thru 30 Sep 2007.</p> <p>Contractor must be registered with the Central Contracting Registration (CCR)</p> <p>Please contact website for additional information. <a href="http://www.ccr.gov">www.ccr.gov</a>.or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid reponse. Tax identification number (TIN), Dun &amp; Bradstreet numberand Cage code number.</p> <p>Technical POC: George Jackson @ (410) 962-4723</p> <p>POC (Contracting Office) Sandy Wicks @ (410) 962-3987</p> <p>PURCHASE REQUEST NUMBER: W81W3G-3027-0979</p>				

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NET AMT

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-MAR-2003	6	RE DIV MILITARY PROJECTS SUP DELL JACKSON PO BOX 1715 BALTIMORE MD 21203-1715 410-962-4723 FOB: Destination	E1N0900
0002	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-5	Material Requirements	AUG 2000
52.212-2	Evaluation - Commercial Items	JAN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:



(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

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(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

**Janitor @ \$11.02 per hour**

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### 252.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 2003. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 2003 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

SCOPE OF WORK

The following addresses awards of janitorial contracts to the Spouses of recruiters/commanding officers at recruiting stations. It is the opinion of our District Counsel that the award of such Contracts are in derogation of the FAR (Federal Acquisition Regulation) and DOD Directive 5500.7R JER (Joint Ethnic Regulation) Dated: 30 August 1993. FAR 3.601 forbids a contracting officer from

Knowingly awarding a contract to a Government employee. DOD Directive 5500.7R, Section 2635.402 (b) (2), states that the private financial interest of a spouse, dependent child, and any household Members are treated as private financial interest of DA personnel. The stated reason for both the FAR provision and the DOD Directive is to avoid any conflict of interest that might arise between the Employees' interests and their Government duties, and to avoid the appearance of favoritism or preferential treatment by the Government toward its' employees. Accordingly, award of these contracts to family members of recruiters/commanding officers would at least give the appearance of a conflict of interest. Any known instance of any such award shall be brought to the attention of the Contracting Division, ATTN: Contracts Branch, P.O. Box 1715, Baltimore, Maryland 21203-1715.

" UPON THE END OF THE CONTRACTED TERM, WHETHER BY FORCED CANCELLATION OF THE ACTUAL CONTRACTED TERMINATION DATE, THE BALTIMORE DISTRICT CORPS OF ENGINEERS REQUEST THAT ALL KEYS BE RETURNED TO THE RIGHTFUL RECRUITING OFFICES ASAP. SHOULD CONTRACTORS CURRENTLY CLEANING A SPECIFIC RECRUITING OFFICE BE NOTIFIED FROM THE CONTRACTING DIVISION, CORPS OF ENGINEERS THAT THEIR COMPANY HAS BEEN AWARDED THE CONTRACT FOR ANOTHER 1 YEAR TERM, KEYS MAY REMAIN WITH THE JANITORIAL CONTRACTOR. HOWEVER, IF BY 30 SEPTEMBER NOTIFICATION HAS NOT BEEN RECEIVED FROM THE CONTRACTING DIVISION, IMMEDIATE ARRANGEMENTS MUST BE MADE TO HAVE THE KEYS RETURNED. FAILURE TO RETURN THE KEYS WILL RESULT IN THE CORPS OF ENGINEERS RE-KEYING (WHICHEVER IS NECESSARY) ALL RECRUITING STATION LOCKS WITH THE COST BEING SUBTRACTED FROM THE JANITORIAL CONTRACTORS' LAST PAYMENT. SHOULD A CONTRACTOR'S ATTEMPTS TO CONTACT THE RECRUITERS BE UNSUCCESSFUL, PLEASE NOTIFY THE CORPS OF ENGINEERS, REAL ESTATE DIVISION, Ms. DELL JACKSON AT (410) 962-4723 IMMEDIATELY FOR GUIDANCE."

#### SUPPLIES TO BE FURNISHED BY THE CONTRACTOR:

TOILET TISSUE, PAPER TOWELS, SOAP AND TRASH CAN LINERS

#### ATTACHMENTS:

1. STATEMENT OF WORK
7. WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT. WHEN RECEIVED, THEY WILL BE INCORPORATED BY MODIFICATION.

#### JANITORIAL SPECIFICATIONS

THREE DAYS A WEEK (OR SPECIFIED TIME PERIOD)

1. Empty, clean and damp dusts all ash trays/cigarette urns.
2. Dust all surfaces or chairs, desks, cabinets, and associated furniture.
3. Empty wastebaskets and remove trash.



4. Spot clean entrance door glass removing fingerprints.
5. Sweep or mop and clean all floors.
6. Scrub and disinfect all toilet fixtures, etc.
7. Vacuum carpeting, if carpeted.
8. Refill paper towel, toilet paper and soap dispensing unit, (or furnish bar soap where applicable).

WEEKLY

1. Spot wash all areas to remove finger marks and smudges from walls and doors as required.
2. Dust and/or clean all pictures.
3. Mop and clean all floors.
4. Completely dust office area including tops of files, ledges, baseboards, chair rails, door louvers and trims.
5. Clean all telephones.
6. Dust all window sills.

ONCE MONTHLY

1. Buff all floors.
2. Wash windows inside and outside.
3. Wash venetian blinds.
4. Scour trash receptacles.

TWICE PER YEAR

1. Clean covered surfaces of leather, leatherette or plastic Upholstered office furniture.
2. High dusting and cleaning of light fixtures.
3. Steam clean, if carpeted (spring and fall).
4. Wax all floors where required.

REVISED 8/31/93

GENERAL SPECIFICATIONS

1.SCOPE OF WORK: GENERAL - THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SUPPLIES (TRASHCAN LINERS, TOILET TISSUE, and PAPER TOWELS AND SOAP) AND EQUIPMENT NECESSARY TO THOROUGHLY AND FULLY

PERFORM CUSTODIAL SERVICES AT THE RECRUITING FACILITY IDENTIFIED  
HEREIN:

SERVICES ARE TO BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF  
THE ORDER AND THESE SPECIFICATIONS.

2. FACILITY TO BE SERVICED:  
U.S. ARMED FORCES RECRUITING OFFICE  
(STATION COMMANDER)  
(SQUARE FEET) (SEE SCHEDULE OF SUPPLIES/SERVICES)

3. INSPECTION AND ACCEPTANCE - ALL SERVICES SHALL BE SUBJECT TO  
INSPECTION BY THE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE. IF ANY  
SERVICES PERFORMED ARE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THIS  
CONTRACT, THE GOVERNMENT SHALL HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO  
PERFORM THE SERVICES AGAIN IN CONFORMITY WITH THE REQUIREMENTS OF THE CONTRACT  
AT NO ADDITIONAL INCREASE IN TOTAL CONTRACT AMOUNT. UNLESS PROMPT CORRECTIVE  
ACTION IS TAKEN, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE PRICE FOR THE  
WORK PERFORMED.

4. TERMINATION CLAUSE - IF AWARDED, THIS ORDER WILL BE SUBJECT  
TO A 30 DAY WRITTEN TERMINATION NOTICE. HOWEVER, IT WILL AUTOMATICALLY  
TERMINATE AT THE END OF THE PERIOD SHOWN ABOVE UNLESS OTHERWISE RENEWED.

5. PAYMENT - PAYMENT WILL BE MADE MONTHLY AT THE CLOSE OF  
EACH CALENDAR MONTH UPON RECEIPT OF INVOICES FOR SERVICES RENDERED.

6. INVOICES AND CERTIFICATION - THE CONTRACTOR SHALL SUBMIT  
ALL ORIGINAL INVOICES AT THE END OF EACH MONTH TO: U.S. ARMY  
CORPS OF ENGINEERS, BALTIMORE DISTRICT, and ATTN: REAL ESTATE DIVISION, ATTN:  
DEBBIE BUBB, P.O. BOX 1715, BALTIMORE, MARYLAND 21203-1715 FOR PAYMENT. (PHONE  
410-962-5607) (FAX 410-962-0866) AN INFORMATION COPY OF  
THE INVOICE WILL BE PROVIDED THE RECRUITING OFFICE (STATION COMMANDER) FOR  
VERIFICATION OF SERVICES. THE INVOICES SHALL INCLUDE NAME OF CONTRACTOR,  
PURCHASE ORDER NUMBER, LOCATION OF RECRUITING OFFICE, PERIOD COVERED, AND  
AMOUNT OF BILL. POINT OF CONTACT, REAL ESTATE @ (410) 962-4723.

5. FREQUENCY OF TASK PERFORMANCE - FREQUENCIES OF ACCOMPLISHING THE  
REQUIRED TASKS AND THE TASKS TO BE PERFORMED ARE DESCRIBED BELOW:

THREE DAYS PER WEEK (MONDAY, WEDNESDAY, AND FRIDAY EXCEPT FEDERAL HOLIDAYS)

FEDERAL HOLIDAYS OBSERVED ARE AS FOLLOWS:

NEW YEARS' DAY, MARTIN LUTHER KING JR'S BIRTHDAY, GEORGE WASHINGTON'S  
BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS'  
DAY, THANKSGIVING DAY, CHRISTMAS DAY.

THE CONTRACTOR SHALL LEAVE AMPLE SUPPLY OF TOILET PAPER, SOAP, PAPER TOWELS  
AND TRASH CAN LINERS TO CARRY OFFICE THRU NON-CLEANING DAYS.

8. SUPPLIES, MATERIALS AND EQUIPMENT - THE CONTRACTOR WILL BE REQUIRED TO  
SUPPLY, AT HIS EXPENSE, ALL CUSTODIAL SUPPLIES, MATERIALS, AND EQUIPMENT  
NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL TASKS AS OUTLINED IN THE  
PROVISIONS AND SPECIFICATIONS OF THE CONTRACT. ALL EQUIPMENT SHALL BE  
MAINTAINED IN FIRST CLASS RATING CONDITION BY THE CONTRACTOR AND WILL BE  
MARKED WITH THE NAME OF THE CONTRACTOR SO AS TO BE READILY IDENTIFIABLE AS TO  
LEGAL OWNERSHIP. ALL VACUUM CLEANERS AND BUFFING MACHINES SHALL BE EQUIPPED

WITH RUBBER BUMPER STRIP TO PREVENT SCARRING OR DAMAGING FURNITURE OR WALLS. FLAMMABLE SUPPLIES WILL NOT BE UTILIZED AS CLEANING OR POLISHING AGENTS. ALL SUPPLIES AND EQUIPMENT SHALL BE NEATLY, ORDERLY AND SAFELY STORED IN SPACES FURNISHED IN EACH BUILDING BY THE GOVERNMENT FOR THAT PURPOSE. VACUUM CLEANERS SHALL BE INDUSTRIAL TYPE.

9. TRASH REMOVAL -ALL WASTEBASKETS, AND OTHER TRASH CONTAINERS WITHIN THE AREA SHALL BE EMPTIED AND RETURNED TO THEIR INITIAL LOCATION. BOXES, CANS, PAPERS, ETC., PLACED NEAR A TRASH RECEPTACLE AND MARKED "TRASH" SHALL BE REMOVED. BOXES AND PACKAGING MATERIALS, WHOLE, PARTIAL OR CUT-UP, USED TO CONTAIN FURNITURE, COMPUTER EQUIPMENT OR THE LIKE ARE NOT INCLUDED. ALL WASTE FROM SUCH RECEPTACLES SHALL BE REMOVED FROM THE AREA AND EMPTIED INTO A DESIGNATED TRASH DUMPSTER OR RECEPTACLE IN SUCH MANNER AS TO PREVENT THE ADJACENT AREA FROM BECOMING LITTERED BY SUCH TRASH. ANY OBVIOUSLY SOILED OR TORN PLASTIC WASTEBASKET LINERS SHALL BE REPLACED. SAND IN CIGARETTE BUTT RECEPTACLE WILL BE STRAINED TO REMOVE ASHES AND DEBRIS. THE EXTERIOR OF WASTE CONTAINERS SHALL BE DAMP WIPED WITH NEUTRAL DETERGENT FROM ASPRAY BOTTLE AND CLEAN SPONGE OR SYNTHETIC FIBER CLOTHE TO REMOVEEVIDENT SOIL. WET SPILLS ON THE INTERIOR OF WASTE BASKETS SHALL BE REMOVED. LOTION TYPE DETERGENT AND AN ABRASIVE PAD SHALL BE USED ON HARD-TO-REMOVE SOIL. IN REST ROOMS, LOCKER ROOMS, AND FOOD SERVICE AREAS, GERMICIDAL DETERGENT WILL BE USED IN LIEU OF NEUTRAL DETERGENT. A PLASTIC BAG LINER SHALL BE PROVIDED IN ALL WASTEBASKETS. CARDBOARD SHALL BE BROKEN DOWN, SEPARATED FROM THE TRASH, AND PLACED IN THE APPROPRIATE CONTAINER WHERE SUCH CONTAINERS ARE PROVIDED AT THE DUMPSTER SITE ASSIGNED TO THE BUILDING. DUMPSTER DOORS AND LIDS SHALL BE CLOSED FOLLOWING THE DUMPING OF TRASH.

10. MONETARY ADJUSTMENT FOR INADEQUATE PERFORMANCE - IT IS MUTUALLY AGREED THAT FAILURE TO SATISFACTORILY ACCOMPLISHWORK IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT WHEN DUE TO THE FAULT OF THE CONTRACTOR SHALL CONSTITUTE A DEFICIENCY UNDER THIS CONTRACT. ALL CONTRACTS ALL WORK WILL BE INSPECTED BYTHE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE AND ANY DEFICIENCIES WILL BE REPORTED TO THE CONTRACTOR. IF DEFICIENCIES ARE NOT CORRECTED SATISFACTORILY, A MONETARY REDUCTION WILL BE MADE AT THE END OF EACH MONTH IN, WHICH SUCH DEFICIENCY HAS BEEN FOUND TO OCCUR. FAILURE TO DO THE REQUIRED SERVICES ON THE DAYS INDICATED WILL CONSTITUTE DEFICIENCY. CORRECTIVE ACTION BY THE CONTRACTOR WILL BE TAKEN PROMPTLY AND THE WORK SATISFACTORILY ACCOMPLISHED. DEFICIENCIES IN DAILY TASKS WILL BE COMPLETED WITHIN THE WORK DAY SPECIFIED IN THE CONTRACT FOR COMPLETION OF THE SERVICE. ALL OTHER DEFICIENCIES SHALL BE CORRECTED WITHIN 24 HOURS OFTHE DAY SCHEDULED FOR COMPLETION OF THE SERVICES. IF THE WORK IS NOT SATISFACTORILY ACCOMPLISHED WITHIN THIS TIME LIMIT, A REDUCTION IN PAYMENT TO THE CONTRACTOR WILL BE MADE. THE CONTRACTING OFFICER OR HIS REPRESENTATIVE WILL MAKE THE ANOTHER 1 YEARTERM, KEYS MAY REMAIN WITH THE JANITORIAL CONTRACTOR. HOWEVER, IF BY 30 SEPTEMBER NOTIFICATION HAS NOT BEEN RECEIVED FROM THE CONTRACTING DIVISION, IMMEDIATE ARRANGEMENTS MUST BE MADE TO HAVE THE KEYS RETURNED. FAILURE TO RETURN THE KEYS WILL RESULT IN THE CORPS OF ENGINEERS RE@KEYING (WHICHEVER IS NECESSARY) ALL RECRUITING STATION LOCKS WITH THE COST BEING SUBTRACTED FROM THE JANITORIAL CONTRACTORS' LAST PAYMENT. SHOULD A CONTRACTOR'S ATTEMPTS TO CONTACT THE RECRUITERS BE UNSUCCESSFUL, PLEASE NOTIFY THE CORPS OF ENGINEERS, REAL ESTATE DIVISION, Ms. DELL JACKSON AT (410) 962-4723 IMMEDIATELY FOR GUIDANCE."

STATEMENT OF EQUIVALENT FEDERAL HIRES (1984 APR) FAR52.222-42

THIS STATEMENT IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION.

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR, PART

4) THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THIS CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

WAGE RATES AND FRINGE BENEFITS APPLICABLE TO FEDERAL SERVICE EMPLOYEES PURSUANT TO 5 U.S.C. 5341 (WAGE BOARD - BLUE COLLAR).

1. CONTRIBUTION OF ONE POINT SIX (1.6) PER CENT OF BASIC HOURLY RATE FOR HEALTH AND INSURANCE.

2. CONTRIBUTION OF SEVEN (7) PER CENT OF BASIC HOURLY RATE FOR RETIREMENT.

3. TEN (1) PAID HOLIDAYS AS FOLLOWS: NEW YEAR'S DAY; MARTIN LUTHER KING DAY; GEORGE WASHINGTONS' BIRTHDAY; MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.

4. PAID ANNUAL LEAVE (VACATION) AS FOLLOWS:

A. TWO (2) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH LESS THAN THREE (3) YEARS OF SERVICE.

B. THREE (3) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH THREE BUT LESS THAN FIFTEEN (15) YEARS OF SERVICE.

C. FOUR (4) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH FIFTEEN (15) OR MORE YEARS OF SERVICE.

5. BASIC HOURLY RATE BY CLASSIFICATION AS FOLLOWS:

CLASSIFICATION BASIC HOURLY RATES 11150 JANITORS (will be incorporated by modification)

# WAGE DETERMINATION DECISION

## WAGE DETERMINATION DECISION

## OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2451 (Rev. 22) dated 28 May 2002

**State(s): Ohio, Pennsylvania**

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson,  
Tuscarawas  
Pennsylvania COUNTIES OF Allegheny, Armstrong,  
Beaver, Bedford, Blair, Butler, Cambria, Cameron,  
Centre, Clarion, Clearfield, Clinton, Crawford, Elk,  
Erie, Fayette, Forest, Fulton, Greene, Huntingdon,  
Indiana, Jefferson, Lawrence, McKean, Mercer,  
Potter, Somerset, Venango, Warren, Washington,  
Westmoreland

WAGE DETERMINATION NO: 94-2247 REV (21) AREA: MD, BALTIMORE

WAGE DETERMINATION NO: 94-2247 REV (21) AREA: MD, BALTIMORE  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210

William W. Gross | Wage Determination No.: 1994-2247  
Director | Division of | Revision No.: 21  
Wage Determinations | Date Of Last Revision: 07/29/2002

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State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.93
Accounting Clerk II	11.45
Accounting Clerk III	12.45
Accounting Clerk IV	16.07
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.28
Document Preparation Clerk	11.27
Duplicating Machine Operator	11.13
Film/Tape Librarian	11.69
General Clerk I	9.08
General Clerk II	11.10
General Clerk III	12.79
General Clerk IV	14.11
Housing Referral Assistant	16.95
Key Entry Operator I	9.93
Key Entry Operator II	12.26
Messenger (Courier)	8.73
Order Clerk I	13.00
Order Clerk II	14.44
Personnel Assistant (Employment) I	12.33
Personnel Assistant (Employment) II	13.83
Personnel Assistant (Employment) III	15.98
Personnel Assistant (Employment) IV	17.78
Production Control Clerk	16.95
Rental Clerk	14.19
Scheduler, Maintenance	14.06
Secretary I	14.19
Secretary II	15.13
Secretary III	16.95
Secretary IV	18.55
Secretary V	20.59
Service Order Dispatcher	14.06
Stenographer I	14.69
Stenographer II	16.46
Supply Technician	18.55
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.65
Test Examiner	14.94
Test Proctor	14.94
Travel Clerk I	9.67
Travel Clerk II	10.63
Travel Clerk III	11.73
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	15.75
Automatic Data Processing Occupations	
Computer Data Librarian	11.64
Computer Operator I	13.39
Computer Operator II	15.40
Computer Operator III	18.73
Computer Operator IV	19.07
Computer Operator V	21.97
Computer Programmer I (1)	18.15
Computer Programmer II (1)	20.98
Computer Programmer III (1)	25.17
Computer Programmer IV (1)	26.37
Computer Systems Analyst I (1)	25.40
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.39
Automotive Service Occupations	

Automotive Body Repairer, Fiberglass	18.28
Automotive Glass Installer	15.64
Automotive Worker	15.64
Electrician, Automotive	16.82
Mobile Equipment Servicer	14.46
Motor Equipment Metal Mechanic	16.82
Motor Equipment Metal Worker	15.64
Motor Vehicle Mechanic	16.82
Motor Vehicle Mechanic Helper	13.86
Motor Vehicle Upholstery Worker	15.64
Motor Vehicle Wrecker	15.64
Painter, Automotive	16.18
Radiator Repair Specialist	15.64
Tire Repairer	13.77
Transmission Repair Specialist	16.82
Food Preparation and Service Occupations	
Baker	11.06
Cook I	9.45
Cook II	10.25
Dishwasher	8.02
Food Service Worker	8.39
Meat Cutter	11.88
Waiter/Waitress	7.65
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.95
Furniture Handler	13.31
Furniture Refinisher	15.95
Furniture Refinisher Helper	13.66
Furniture Repairer, Minor	14.81
Upholsterer	15.95
General Services and Support Occupations	
Cleaner, Vehicles	8.67
Elevator Operator	9.23
Gardener	10.75
House Keeping Aid I	8.76
House Keeping Aid II	9.22
Janitor	9.22
Laborer, Grounds Maintenance	9.68
Maid or Houseman	8.76
Pest Controller	9.94
Refuse Collector	9.22
Tractor Operator	10.54
Window Cleaner	9.75
Health Occupations	
Dental Assistant	11.79
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.85
Licensed Practical Nurse I	14.22
Licensed Practical Nurse II	16.03
Licensed Practical Nurse III	17.60
Medical Assistant	11.58
Medical Laboratory Technician	12.63
Medical Record Clerk	12.63
Medical Record Technician	15.20
Nursing Assistant I	8.45
Nursing Assistant II	9.50
Nursing Assistant III	11.23
Nursing Assistant IV	12.61
Pharmacy Technician	12.45
Phlebotomist	11.51
Registered Nurse I	20.98
Registered Nurse II	23.68
Registered Nurse II, Specialist	23.68
Registered Nurse III	29.87
Registered Nurse III, Anesthetist	29.87
Registered Nurse IV	32.33
Information and Arts Occupations	
Audiovisual Librarian	19.27

Exhibits Specialist I	17.60	
Exhibits Specialist II	21.29	
Exhibits Specialist III	22.85	
Illustrator I	17.60	
Illustrator II	21.29	
Illustrator III	22.85	
Librarian	19.66	
Library Technician	14.06	
Photographer I	12.88	
Photographer II	16.00	
Photographer III	19.35	
Photographer IV	20.77	
Photographer V	25.12	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.30	
Counter Attendant	7.30	
Dry Cleaner	9.54	
Finisher, Flatwork, Machine	7.30	
Presser, Hand	7.30	
Presser, Machine, Drycleaning	7.30	
Presser, Machine, Shirts	7.30	
Presser, Machine, Wearing Apparel, Laundry	7.30	
Sewing Machine Operator	10.13	
Tailor	11.31	
Washer, Machine	8.20	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	17.55	
Tool and Die Maker	21.52	
Material Handling and Packing Occupations		
Forklift Operator	14.73	
Fuel Distribution System Operator	15.86	
Material Coordinator	15.45	
Material Expediter	15.45	
Material Handling Laborer	12.72	
Order Filler	11.90	
Production Line Worker (Food Processing)	14.45	
Shipping Packer	12.80	
Shipping/Receiving Clerk	12.37	
Stock Clerk (Shelf Stocker; Store Worker II)	14.47	
Store Worker I	12.13	
Tools and Parts Attendant	16.51	
Warehouse Specialist	15.11	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	19.02	
Aircraft Mechanic Helper	15.58	
Aircraft Quality Control Inspector	19.69	
Aircraft Servicer	17.03	
Aircraft Worker	17.73	
Appliance Mechanic	17.02	
Bicycle Repairer	13.77	
Cable Splicer	20.90	
Carpenter, Maintenance	16.06	
Carpet Layer	16.96	
Electrician, Maintenance	19.88	
Electronics Technician, Maintenance I	15.48	
Electronics Technician, Maintenance II	18.66	
Electronics Technician, Maintenance III	19.35	
Fabric Worker	14.81	
Fire Alarm System Mechanic	17.66	
Fire Extinguisher Repairer	15.16	
Fuel Distribution System Mechanic	18.24	
General Maintenance Worker	15.42	
Heating, Refrigeration and Air Conditioning Mechanic	16.58	
Heavy Equipment Mechanic	17.32	
Heavy Equipment Operator	17.08	
Instrument Mechanic	17.66	
Laborer	11.25	



Locksmith	17.09	
Machinery Maintenance Mechanic		18.15
Machinist, Maintenance	16.58	
Maintenance Trades Helper	13.66	
Millwright	19.64	
Office Appliance Repairer	17.02	
Painter, Aircraft	18.16	
Painter, Maintenance	17.02	
Pipefitter, Maintenance	18.93	
Plumber, Maintenance	17.02	
Pneudraulic Systems Mechanic	17.66	
Rigger	18.24	
Scale Mechanic	16.40	
Sheet-Metal Worker, Maintenance		16.58
Small Engine Mechanic	15.42	
Telecommunication Mechanic I	15.42	
Telecommunication Mechanic II	17.12	
Telephone Lineman	16.58	
Welder, Combination, Maintenance		16.58
Well Driller	16.58	
Woodcraft Worker	18.24	
Woodworker	14.98	
Miscellaneous Occupations		
Animal Caretaker	8.76	
Carnival Equipment Operator		8.33
Carnival Equipment Repairer		8.66
Carnival Worker	7.29	
Cashier	7.92	
Desk Clerk	8.33	
Embalmer	20.84	
Lifeguard	8.10	
Mortician	20.84	
Park Attendant (Aide)	10.15	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.10
Recreation Specialist	14.42	
Recycling Worker	10.54	
Sales Clerk	8.10	
School Crossing Guard (Crosswalk Attendant)		9.07
Sport Official	7.04	
Survey Party Chief (Chief of Party)		13.61
Surveying Aide	7.41	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.32
Swimming Pool Operator	11.48	
Vending Machine Attendant	10.20	
Vending Machine Repairer	11.48	
Vending Machine Repairer Helper	10.20	
Personal Needs Occupations		
Child Care Attendant	7.90	
Child Care Center Clerk	11.32	
Chore Aid	8.53	
Homemaker	10.70	
Plant and System Operation Occupations		
Boiler Tender	19.56	
Sewage Plant Operator	18.02	
Stationary Engineer	19.56	
Ventilation Equipment Tender	14.55	
Water Treatment Plant Operator	17.27	
Protective Service Occupations		
Alarm Monitor	13.84	
Corrections Officer	16.48	
Court Security Officer	18.84	
Detention Officer	18.29	
Firefighter	19.72	
Guard I	9.51	
Guard II	13.78	
Police Officer	20.54	
Stevedoring/Longshoremen Occupations		

Blocker and Bracer	16.29	
Hatch Tender	16.29	
Line Handler	16.29	
Stevedore I	14.26	
Stevedore II	15.36	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.96	
Air Traffic Control Specialist, Station (2)	19.97	
Air Traffic Control Specialist, Terminal (2)	21.99	
Archeological Technician I	15.37	
Archeological Technician II	17.20	
Archeological Technician III	21.29	
Cartographic Technician	20.12	
Civil Engineering Technician	21.29	
Computer Based Training (CBT) Specialist/ Instructor	22.97	
Drafter I	11.59	
Drafter II	14.17	
Drafter III	17.60	
Drafter IV	21.29	
Engineering Technician I	15.50	
Engineering Technician II	17.13	
Engineering Technician III	19.24	
Engineering Technician IV	23.21	
Engineering Technician V	26.50	
Engineering Technician VI	29.94	
Environmental Technician	18.70	
Flight Simulator/Instructor (Pilot)	24.95	
Graphic Artist	20.08	
Instructor	21.50	
Laboratory Technician	15.66	
Mathematical Technician	20.55	
Paralegal/Legal Assistant I	16.78	
Paralegal/Legal Assistant II	18.55	
Paralegal/Legal Assistant III	22.68	
Paralegal/Legal Assistant IV	27.43	
Photooptics Technician	18.68	
Technical Writer	24.90	
Unexploded (UXO) Safety Escort	18.40	
Unexploded (UXO) Sweep Personnel	18.40	
Unexploded Ordnance (UXO) Technician I	18.40	
Unexploded Ordnance (UXO) Technician II	22.27	
Unexploded Ordnance (UXO) Technician III	26.69	
Weather Observer, Combined Upper Air and Surface Programs (3)	17.23	
Weather Observer, Senior (3)	19.15	
Weather Observer, Upper Air (3)	17.23	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	15.09	
Parking and Lot Attendant	10.80	
Shuttle Bus Driver	14.12	
Taxi Driver	10.05	
Truckdriver, Heavy Truck	16.72	
Truckdriver, Light Truck	13.53	
Truckdriver, Medium Truck	14.10	
Truckdriver, Tractor-Trailer	16.72	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

